

**AGENDA  
REGULAR MEETING  
OF THE BOARD OF TRUSTEES  
VILLAGE OF IRVINGTON, NEW YORK  
MONDAY, NOVEMBER 17, 2014, 7:00 P.M.  
IRVINGTON VILLAGE HALL – TRUSTEES ROOM**

1. Call to order by Mayor Brian C. Smith
2. Pledge of allegiance to the flag of the United States of America
3. Announcements
  - a. Public hearing to consider a local law amending the Zoning Code of the Village of Irvington – December 1, 2014 at 7:00 p.m. in Village Hall
4. Correspondence
  - a. Westchester County
  - b. Alan Richardson
  - c. Elizabeth Enochs
5. Public comment
6. Consent Agenda
  - a. Minutes of the Regular Meeting of the Village Board held on November 3, 2014
  - b. Approval of an Amendment to the 2013/14 Snow & Ice Agreement with the NY State Department of Transportation
  - c. Appointment of Part-time Positions for the Department of Public Works & Justice Court
7. Public Hearing to consider a Local Law amending the Code of Ethics of the Village of Irvington
8. Approval of Service Agreement with Cablevision Lightpath, Inc. for phone and data services
9. Authorization for Village Administrator to execute necessary documents associated with the Drug Free Communities Grant
10. Reports of Boards, Standing Committees and Officers
  - a. Trustee Liaisons reports
  - b. Village Administrator's report
  - c. Village Clerk-Treasurer's report
  - d. Village Attorney's report
11. Public comment
12. Review of action items
13. Adjournment

# LOCAL LAW \_\_ OF 2014

## AMENDING THE ZONING CODE TO MAKE CORRECTIONS RELATING TO TWO-FAMILY DWELLINGS, SWIMMING POOLS, AND RESOURCE PROTECTION DEDUCTIONS

Be it enacted by the Board of the Trustees of the Village of Irvington that the Code of the Village of Irvington is hereby amended as follows:

Section 1: Section 224-3, **Definitions**, is amended by adding the following new definition:

DWELLING, TWO-FAMILY – A detached building containing two dwelling units only.

Section 2: Section 224-8, **Use regulations** (residential districts), subsection B (Accessory uses permitted) is amended by adding the following new paragraph:

(7) Swimming pool, provided it complies with Article XIII (Swimming Pools) of this chapter.

and renumbering paragraphs (7) and (8) as (8) and (9), respectively.

Section 3: Section 224-82, **Calculation of base site area**, is amended to read as follows (deleted language ~~stricken~~; new language in *italics*):

A. Gross site area \_\_\_\_\_ square feet

B. Subtract land constituting ~~existing roads~~  
~~and within ultimate (i) rights-of-way of~~  
existing roads *which that are to remain*  
*following development*, and (ii)  
easements of access - \_\_\_\_\_ square feet

C. Subtract land which, in a previously approved  
subdivision encompassing the same land, as all or  
part of the same parcel, was reserved for resource  
(e.g., wetlands) or recreation reasons - \_\_\_\_\_ square feet

D. Subtract land on which roads [other than  
driveways in residential districts serving no more  
than 3 single-family residences] are to be built as  
part of the development of the site - \_\_\_\_\_ square feet

E Equals base site area = \_\_\_\_\_ square feet

- Section 4: Subsection A of § 224-83, **Calculation of resource protection land**, is amended by changing the ratio for "Land with unusual geological features which the Planning Board determines to be worthy of preservation (e.g., rockfall, promontories, etc.)" from 0.75 to 1.00.
- Section 5: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.
- Section 6: This local law shall take effect immediately upon filing in the office of the New York Secretary of State.



Robert P. Astorino  
County Executive

Soil and Water Conservation District

Jan Blaire  
Chair

November 3, 2014

Lawrence Schopfer, Village Administrator  
Village of Irvington  
85 Main Street  
Irvington, NY 10533

**RE: SOIL AND WATER CONSERVATION ACHIEVEMENT AWARD**

Dear Mr. Schopfer:

I am pleased to inform you that the Westchester County Soil and Water Conservation District will be presenting a commendation under its **Soil and Water Conservation Achievement Award** to the Village of Irvington for the Village's **Irvington Reservoir Valve Restoration**. The commendation will be presented to the Village at the District's awards presentation on Thursday, December 11, 2014 at the Westchester County Center in White Plains from 3:00 p.m. to 4:00 pm. Refreshments will be served starting at 2:30 p.m.

We hope that you and/or other Village representatives will be able to attend. Any others who are or were involved with the Village's Irvington Reservoir Valve Restoration are also welcome to attend. Please let us know who might be attending the presentation by December 8 so that we may make arrangements accordingly. You may respond to either Robert Doscher at 914-995-4423 or [rrd1@westchestergov.com](mailto:rrd1@westchestergov.com) or Kay Eisenman at 914-995-4424 or [kle1@westchestergov.com](mailto:kle1@westchestergov.com).

On behalf of the District's Board of Directors, I congratulate you and the Village for this commendation and your hard work. We look forward to seeing you at the awards presentation on December 11.

Sincerely

Jan Blaire  
Chair



cc: Kevin Plunkett, Deputy County Executive  
Eileen Mildenberger, Senior Advisor to the County Executive  
SWCD Board of Directors  
Edward Buroughs, AICP, Commissioner of Planning  
Robert Doscher, District Manager/Principal Environmental Planner



**Larry Schopfer**

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**From:** Alan Richardson [REDACTED]  
**Sent:** Tuesday, November 11, 2014 7:14 PM  
**To:** bsmith@irvingtonny.gov  
**Cc:** ckehoe@irvingtonny.gov; mgilliland@irvingtonny.gov; kwooll@irvingtonny.gov; Larry Schopfer  
**Subject:** Thank you for a safe and fun Halloween

Dear Mayor Smith, Trustees, and Larry Schopfer,

I want to say thank you to the village for ensuring a safe Halloween for all of us this past month. While I do not know everything that may have been done differently this year, I do know that the police presence on Main Street made a huge difference and I think Mayor Smith's pre-Halloween letter urging parents to park off Main Street and offering parking at the churches was pivotal. I did not observe a single car following children down North Dutcher Street and not one dangerous turn around at the dead end street full of children. This is a huge improvement and I thank you for it.

Thanks again,  
Alan Richardson  
31 North Dutcher Street  
Irvington, NY=

*Elizabeth M. Enochs*  
*Attorney At Law*  
52 Cedar Street  
Dobbs Ferry, NY 10522  
914 693 6363 Fax 914 693 0376  
[REDACTED]

Nov.11, 2014

Board of Trustees  
Village of Irvington  
85 Main St.  
Irvington, NY 10533

Re: Chapter 202 Tree Preservation

Dear Sirs:

The forty mile an hour winds on Sunday Oct 27 caused a large limb from a dead tree on my property to fall on the roof over my bedroom. I was advised by the Village that I needed a permit to take down the tree. The Arborist came gave me a letter stating the tree had to be cut down. Once the Arborist decided the tree had to be cut down, why then should I have to get a permit to remove the tree and wait thirty days to remove the tree. The tree is dead; it is unreasonable to expect that the Village Board could deny the owner right to cut the tree down.

I suggest that you amend Chapter 202 to allow any owner to take down a dead tree of any size on his property with a letter from an Arborist stating that the tree is dead.

Very truly yours,

Elizabeth Enochs

## DRAFT

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF IRVINGTON, NY  
HELD ON MONDAY, NOVEMBER 3, 2014 AT 7:00 P.M.  
AT VILLAGE HALL, 85 MAIN STREET, IRVINGTON, NY**

Present: Brian C. Smith, Mayor  
Mark Gilliland, Trustee  
Constance Kehoe, Trustee  
Walter Montgomery, Trustee  
Kristen C. Woll, Trustee  
Lawrence S. Schopfer, Village Administrator  
Brenda M. Jeselnik, Clerk/Treasurer  
Marianne Stecich, Village Attorney

Mayor Smith called the meeting to order and led those in attendance in the Pledge of Allegiance to the flag of the United States of America.

There was a presentation of the findings of a recent audit of water meter reading procedures. Independent auditor David Wemmer reviewed sampling, measurement and findings. Water Superintendent, James Englishby, was on hand to answer questions. All audited meters in the sample were found to have correct automated reading device numbers, meter readings and correct pipe sizes.

Cellular lease consultant Francis Clerkin of Bench Strength Partners reviewed the Village's current cell tower lease and presented a financial projection based on Village ownership of the Mountain Road tower versus extending the leasing agreements. The Board requested that the analysis be reviewed by our cellular consultant Dick Comi.

Mayor Smith made the following announcements:

- Public Hearing to consider a local law amending the Code of Ethics. Mayor Smith made a motion to hold a public hearing to consider a local law amending the Code of Ethics of the Village of Irvington on November 17, 2014 at 7:00 p.m. in Village Hall. Trustee Gilliland seconded the motion and it was unanimously approved.
- Check(s) over \$25K - ELSAG North America & Irvington Union Free School District
- School Board Recognition Week (October 27 - October 31, 2014)
- Election Day – Please do not forget to vote - November 4, 2014
- Veteran's Day Observance is November 11, 2014 at 11 AM
- Mulch/Mowing Demonstration November 23, 2014 at Dow's Lane

Mayor Smith reviewed correspondence addressing postponement of the cell tower lease agreement vote from Julia Wexler, William Phoenix, Jeffrey Braun, Eric Spino, Nancy Mc Donald, Catherine Johnson, Ron and Amy Cohen, Laurie Wasserman, John Canning, Christina Canning, Rodger Burkhardt, Craig Vogel, APatricia Mulvey, Charlotte Rizzo, Mark and Nancy Mazur, Nicola & Peter Coddington, Michael Hanna and Jill Bailin Rembar.

Mayor Smith opened the floor for comments from the public.



DRAFT

Mayor Smith offered the following resolutions of the Consent Agenda, which were seconded by Trustee Montgomery and adopted:

**RESOLVED**, to approve the minutes of the Regular Meeting of the Village Board held on October 20, 2014.

**RESOLUTION 2014-112**

**AUTHORIZATION TO APPROVE CHANGE ORDER #1 FOR RIVERVIEW ROAD WATER STORAGE TANK REHABILITATION PROJECT**

**RESOLVED**, to approve the change order omitting the line item for removing an existing tree stump on the site.

**RESOLUTION 2014-113**

**APPROVAL FOR THE SUPERINTENDENT OF RECREATION & PARKS TO ATTEND CONFERENCE**

**RESOLVED**, to approve the Superintendent of Recreation & Parks to attend a conference at SUNY Cortland on November 5, 2014 for one night with the cost of the conference, lodging, and mileage not to exceed \$250.00.

**RESOLUTION 2014-114**

**APPOINTMENT OF LABORER FOR RECREATION DEPARTMENT**

**RESOLVED**, to make the following seasonal appointment:

Name	Rate	Title	Effective
James Ruffler	\$20.00/hr.	Laborer (part time)	as needed

**RESOLUTION 2014-115**

**APPROVAL OF FIRE COMPANY FUNDRAISING LETTER**

**RESOLVED** to approve the fundraising letter from the Irvington Fire Company, Inc.

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS:	0	

There was a brief discussion and explanation of the need to hire a consultant to assist the Village with administration and compliance with the Health care Affordability Care Act.

**RESOLUTION 2014-116**

**APPROVAL OF CONTRACT 2014-19 FOR PROFESSIONAL SERVICES**

**RESOLVED**, to approve contract 2014-19 with CPI-HR for professional services and to authorize the Village Administrator to execute said contract.

DRAFT

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS:	0	

Mayor Smith opened the continuation of a public hearing to consider a local law amending the Zoning Code with respect to deer fences and requested Village Attorney to give an update. She gave the revised criteria for deer exclusion fences that would not need Architectural Review Board approval. From the public, Heather Bancroft, questioned bond requirement for plantings. Ann Acheson addressed the requirement for screening of the fence up to 8 feet high and felt it would be a hardship. After discussion of the size of the mesh and other requirements, Mayor Smith made a motion to close the public hearing which was seconded by Trustee Kehoe and unanimously approved.

**RESOLUTION 2014-117**

**ADOPTION OF LOCAL LAW AMENDING ZONING CODE WITH RESPECT TO DEER FENCES**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

**RESOLVED**, to adopt a local law amending the Zoning Code with respect to deer fences.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS:	0	

It was decided to table the resolution authorizing an Intermunicipal Agreement with the County of Westchester for Organic Yard Waste Transfer Program pending clarification.

**RESOLUTION 2014-118**

**VOLUNTEER APPOINTMENTS**

Mayor Smith offered the following resolution, which were seconded by Trustee Montgomery and adopted:

**RESOLVED** to appoint Deborah Flock as a member of the Irvington Housing Committee for a term to expire December 2014.

**RESOLVED** to appoint Meredith Keltz, Michael Hanna, David J. Van Osdol and Lisa Winton as members of the FACE Committee for a term to expire December 2014.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS:	0	

DRAFT

**RESOLUTION 2014-119  
AWARD OF CONTRACT FOR AUDIO VISUAL UPGRADE PROJECT (2014-13)**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

**WHEREAS**, sealed bids were received and opened on October 29, 2014 at 11AM in Village Hall as follows:

1.	Visual Systems Group	
	Town Hall	\$ 88,304
	Library	\$ 31,470
	Senior Center	\$ 29,397
	Recreation Center	\$ 26,486
		<hr/>
		\$175,657.00
2.	Audio Visual Associates	
	Town Hall	\$ 66,979.52
	Library	\$ 24,915.94
	Senior Center	\$ 26,029.73
	Recreation Center	\$ 21,303.99
		<hr/>
		\$139,229.18

**WHEREAS**, the Village Administrator reviewed the bids submitted and determined that the lowest bidder is in order and responsive to the specifications,

**NOW THEREFORE BE IT RESOLVED**, that the Village Administrator is authorized to execute a purchase contract for an audio visual upgrade project with Audio Visual Associates of Denville, NJ.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Gilliland, Kehoe, Montgomery, Woll)
NAYS:	0	

Trustee Gilliland reported the successful Halloween Block Party sponsored by the Irvington Fire Department and Recreation Department. Over 1500 bags of candy were distributed and he noted added police presence made the event safer for all.

Trustee Woll reported on the Justice Court noting that they are now accepting credit card payments. She also reported on the Irvington Woods Committee and extended a special thanks for all those that participated in Trails and Nature Center Appreciation Day.

Trustee Montgomery reported on the Highway Department and Water Department noting a clean up after a wind storm, removing cut trees and branches around the reservoir, repair of a water main break and completion of the Riverview Road water storage tank painting. Trustee Montgomery also reported on Recreation Department activities including the Community Advisory Board, and the many upcoming events including the Peter Oley Turkey Trot, annual Senior Citizens Thanksgiving lunch and fruit baskets. He also noted that there was well attended meeting to discuss a proposed dog park that residents may make donation to hire a consultant.

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Trustee Kehoe reported on the Housing Committee who will present their recommendations on accessory apartments shortly. She also reported on the Theater Commission, the many successful events and announced the upcoming theater schedule. She announced that she is presenting a symposium on the Rochambeau Trail at Iona College on November 14th.

Village Administrator Larry Schopfer reported that he met with several representatives from Brightview Senior Assisting Living regarding and an affordability component.

Mayor Smith opened the floor to public comment. After a review of action items, and there being no further business, Mayor Smith made a motion to adjourn which was seconded by Trustee Woll and unanimously approved.

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Brenda M. Jeselnik, Clerk/Treasurer

**RESOLUTION 2014-XXX****APPROVAL OF AN AMENDMENT TO THE 2013/14 SNOW & ICE AGREEMENT  
WITH THE NY STATE DEPARTMENT OF TRANSPORTATION**

Trustee            offered the following resolution, which was seconded by Trustee            and  
adopted:

**WHEREAS**, the Board of Trustees approved an agreement between the Village of Irvington and the New York State Department of Transportation providing for the Village's removal of snow and ice from North and South Broadway; and

**WHEREAS**, it is necessary to amend the agreement to make the index adjustment payment for the 2013/14 Snow and Ice Season; now therefore be it

**RESOLVED**, to approve Amendment B to the 2013/14 Snow & Ice Agreement between the Village of Irvington and the New York State Department of Transportation, and to authorize the Superintendent of Public Works, Greg Nilsson, to execute said amendment; and

**FURTHER RESOLVED**, to authorize the Clerk/Treasurer to modify the 2013/14 budget as follows:

Increase	Snow Removal Revenue (1.1.2302)	\$20,020.19
Increase	Snow Removal O/T (1.5142.101)	\$20,020.19

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
RESIDENCY 8-9**

1 Dana Road  
Valhalla, NY 10595

Phone: 914 592 6557 / Fax: 914 592 4956

**William Gorton, P.E.**  
Regional Director

**Joan McDonald**  
Commissioner

October 01, 2014

Mr. Greg Nilsson  
Superintendent of Public Works  
Village of Irvington  
85 Main Street  
Irvington, NY 10533

**Re: Amendment B  
To Change the Estimated Expenditure for Snow and Ice Agreement  
2013/14 Snow Season**

Dear Mr. Nilsson:

Enclosed is the new form of amendment B agreement which has been revised and approved by the State Attorney General's office to make the index adjustment payment for the 2013/14 Snow and Ice Season. Please have them filled out, signed by the appropriate representatives and return all original copies to my Office at the above address for processing:

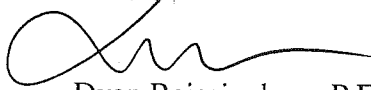
1. Amendment to Change the Estimated Expenditure for Snow and Ice Agreement for the 2013/14 Snow Season – 4 copies

In addition to the above, four (4) original resolutions from the Municipality, complete with an original signature and certified with the Municipal seal on each certifying approval of the Amendment B, must be sent to this Office. Copies will not be acceptable. The above items shall be returned as soon as possible to insure a timely processing.

If you have any question, please feel free to contact me.

Thank you for your cooperation.

Truly yours,



Dyan Rajasingham, P.E.  
Resident Program Engineer

## AMENDMENT B

Contract #	Municipality	Ext. Season	Region #
D014706	VILLAGE OF IRVINGTON/Westchester	2013/14	8
Beginning Date of Contract Period	Ending Contract Period	7/1/2000	6/30/2014

### AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

Due to the severity of the winter during 2013/14 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

ADDITIONAL S&I OPERATIONS						
J-Mile Base	13/14 J-Miles	S&I LM Base	13/14 LM	Pay <sup>1</sup> Factor	Original Estimated Expenditure	Index Adjustment <sup>2</sup>
40,872	112,298	573	573	2.748	\$11,453.20	\$20,020.19
Pay Factor <sup>1</sup> = (13/14 J-Miles/(13/14 LM))/(J-Mile Base/S&I LM Base)						
Index Adjustment <sup>2</sup> = (Original Estimated Expenditure * Pay Factor <sup>1</sup> ) – Original Estimated Expenditure						
TOTAL REVISED ESTIMATED EXPENDITURE						
Original Estimated Expenditure			Index Adjustment <sup>2</sup>		Rev. Est. Expenditure <sup>3</sup>	
\$11,453.20			\$20,020.19		\$31,473.39	
Revised Estimated Expenditure <sup>3</sup> = Original Estimated Expenditure + Index Adjustment <sup>2</sup>						

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.

**RESOLUTION 2014-XXX****APPOINTMENT OF PART-TIME POSITIONS FOR THE DEPARTMENT OF PUBLIC WORKS AND JUSTICE COURT**

Trustee            offered the following resolution, which was seconded by Trustee            and adopted:

**RESOLVED**, to make the following appointments to the Department of Public Works and Justice Court.

<u>Name</u>	<u>Rate</u>	<u>Status</u>
Dennis Montaruli, Jr.	\$17.00/hr.	P/T Laborer (Seasonal – Snow Shoveling)
Christian Malota	\$17.00/hr.	P/T Laborer (Seasonal – Snow Shoveling)
Paul Wool	\$17.00/hr.	P/T Laborer (Seasonal – Snow Shoveling)
 Jerry Malota	 \$40.00/hr.	 P/T Laborer (Seasonal – Driver)
Keith Orvieto	\$40.00/hr.	P/T Laborer (Seasonal – Driver)
James Ruffler	\$40.00/hr.	P/T Laborer (Seasonal – Driver)
Kyle Munigle	\$40.00/hr.	P/T Laborer (Seasonal – Driver)
 Nicholas Maffei	 \$25.00/hr.	 P/T Court Attendant



**To:** Larry Schopfer

**From:** Greg Nilsson

**Date:** 11/14/14

**Subject:** Seasonal Help "As Needed"

I respectfully request permission to hire seasonal help as needed in the event of an emergency or if it is necessary to clear sidewalks or plow roads during a snowstorm or for any other reason as needed.

I propose the pay to be \$17.00 per hour for laborers and \$40.00 per hour for drivers (plows)

Lists of potential candidates:

**Laborers:**

Dennis Montaruli Jr.  
Christian Malota  
Paul Wool

**Drivers:**

Jerry Malota  
Paul Cancro  
Keith Orvieto – 845-323-3699  
Jim Ruffler  
Kyle Munigle

cc: Village Clerk/Treasurer, Brenda Jeselnik

**RESOLUTION 2014-XXX**  
**ADOPTION OF LOCAL LAW AMENDING CODE OF ETHICS**

Trustee        offered the following resolution, which was seconded by Trustee        and adopted:

**RESOLVED**, to adopt a local law amending the Code of Ethics of the Village of Irvington.

The vote resulted as follows:

AYES:	0	(        )
NAYS:	0	

LOCAL LAW \_\_\_\_ OF 2014

AMENDING THE CODE OF ETHICS OF THE VILLAGE OF IRVINGTON

Be it enacted by the Board of the Trustees of the Village of Irvington that Chapter 27 (Code of Ethics) of the Code of the Village of Irvington is hereby amended as follows:

Section 1: Subsection B of § 27-3 (Conflicts of interest of Village officers and employees) is hereby amended to read as follows (new language in *italics*; deleted language ~~stricken~~):

B. Provisions applicable to members of the Board of Trustees, Zoning Board of Appeals, Planning Board, *and* Board of Architectural Review, ~~Environmental Conservation Board, and Tree Preservation Commission~~, and to paid employees. In addition to the provisions of Subsection A, no member of the Board of Trustees, Zoning Board of Appeals, Planning Board, *or* Board of Architectural Review, ~~Environmental Conservation Board, Tree Preservation Commission~~ or a paid Village employee *shall*:

- (1) Act as an attorney, agent, broker, employee, consultant or representative for any person in connection with any business dealing that person has with the Village.
- (2) Appear before the Village *on any land use or zoning matter*, except on behalf of the Village or on his or her own behalf.

Section 2: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 3: This local law shall take effect upon filing with the Secretary of State.

**RESOLUTION 2014-XXX****APPROVAL OF SERVICE AGREEMENT WITH CABLEVISION LIGHTPATH, INC.**

Trustee        offered the following resolution, which was seconded by Trustee        , and  
adopted:

**RESOLVED** to approve the service agreement with Cablevision Lightpath, Inc. for  
phone and data services and authorizing the Village Administrator to execute said agreement  
subject to approval of Village Attorney.



## Service Agreement

Date: 10/30/2014

### Customer Information

Customer Status: Existing Customer

Customer Name: VILLAGE OF IRVINGTON

Billing Address: 85 MAIN ST IRVINGTON NY 10533  
*Street Address Suite City State Zip Code*

Billing Contact: Larry Schopfer *Phone* (914) 591-4358 *Email* lschopfer@irvingtonny.gov

Order Contact: Karen Buccheri *Phone* 914-591-4356 *Email* kbuccheri@irvingtonny.gov

Lightpath Contact: Nick Casale *Phone* (516) 803-5732 *Email* ncasale1@golightpath.com

### Lightpath Services

The above Customer agrees to the ordering of the following Lightpath Services:

Order Type: Renewal - Service Upgrade  
 Service Location Type: LIT  
 'A' Location: 85 Main St, Irvington, NY 10533  
 Demarc:

Account #: 44578  
 Service Location Type:  
 'Z' Location:  
 Demarc:

		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
1	Hosted Voice 2.0 Package 50	\$675.00	1	\$675.00	\$675.00

Order Type: Renewal - Service Upgrade  
 Service Location Type: LIT  
 'A' Location: 85 Main St, Irvington, NY 10533  
 Demarc:

Account #: 44578  
 Service Location Type:  
 'Z' Location:  
 Demarc:

		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
2	INTERNET VOICE BUNDLE 25,000MOU 10MB	\$1,100.00	1	\$1,100.00	\$0.00

Agreement Term:

5 years

Total Monthly Recurring Charge:

\$1,775.00

Total Installation Charge:

\$675.00

For Internal Use Only

Addendum ☐

### Remarks

### Terms and Conditions

The parties acknowledge and agree to be bound by the Terms and Conditions and any applicable Addenda attached hereto and/or as set forth at [www.GoLightpath.com](http://www.GoLightpath.com). Cablevision Lightpath, Inc. ("Lightpath"), with offices at 200 Jericho Quadrangle, Jericho, NY 11753, executes this Agreement on its behalf and on behalf of its subsidiaries, Cablevision Lightpath CT LLC, for Services purchased in CT and Cablevision Lightpath NJ LLC, for Services purchased in NJ. Customers purchasing Hosted Voice Service will be bound by the Hosted Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges.

#### Agreed by:

Customer

Authorized Signature: \_\_\_\_\_

Print Name: Larry Schopfer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: lschopfer@irvingtonny.gov

Phone: \_\_\_\_\_

Cablevision Lightpath, Inc.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Service Agreement Terms and Conditions Lightpath Hosted Voice Service

**Lightpath Service:** All services ("Service(s)") ordered by Customer from Lightpath shall be subject to Lightpath's acceptance of this Service Agreement and any applicable Addenda ("Agreement") listing the Service and fees associated with the requested Service. All product and technical descriptions may be viewed at [www.GoLightpath.com](http://www.GoLightpath.com). Service is subject to availability, credit approval, and the following terms and conditions, including those documents identified below and incorporated by reference.

1. **Term:** The initial service term ("Initial Service Term") shall be the period of time listed in this Agreement. Upon expiration of the Initial Service Term, and upon sixty (60) days prior written notice from Lightpath, as applicable, this Agreement shall automatically renew for successive terms. Either party may give notice of its intent not to renew the term in writing at least thirty (30) days prior to the end of the applicable term.
2. **Commencement of Billing / Start of Service Date:** The Initial Service Term begins on the date Service becomes available for use ("Start of Service Date"). Service is considered to be available for use when connectivity is established to the Lightpath demarcation point and the equipment associated with the endpoints such as POE devices, as applicable, routers, and IP handsets are delivered, installed and tested at the Customer site. Billing for Service shall commence no later than five (5) calendar days after the installation date or the date Customer utilizes any or all of the Service(s). If Customer is porting their existing telephone numbers after billing commences, Customer is responsible for coordinating the port with Lightpath.
3. **Termination of Service/Circuit:** Termination of individual circuits or Services and all associated billing provided for under this Agreement shall be effective thirty (30) days after written notification of termination is received by Lightpath. In the event of early termination (i.e. termination of a circuit/Service prior to the expiration of a fixed term for such Service), Customer shall be liable for early termination fees in accordance with the terms of this Agreement.
4. **Payment Terms:** Customer will be responsible for the rates listed in this Agreement and all applicable local, state, and federal taxes, charges, assessments and other applicable charges. Payment for Services is due within thirty (30) days of the invoice date. Customer shall be subject to a finance charge of 1.5% per month on balances over sixty (60) days past due. Invoices may be viewed and managed by accessing Lightpath's web portal "Customer Care Online" at [www.GoLightpath.com](http://www.GoLightpath.com).
5. **New Build:** A "New Build" is a site to which Service originates or terminates and to which Lightpath must build or construct new facilities or equipment in order to provide Service. New Build installation shall be subject to, including but not limited to, completion of site survey, municipal permits and right-of-way pole licensing, landlord consent, facility/property access, and conditions outside of Lightpath's control.
6. **LAN Assessment & Remediation:** Prior to the signing of this Agreement, Lightpath will conduct an on-site, pass/fail assessment ("LAN Assessment") to determine if Customer's Local Area Network ("LAN"), in its present configuration, could support the Hosted Voice Service. If Customer's LAN passes the LAN assessment, Customer's LAN will be considered "Hosted Voice Ready." If Customer's LAN fails the assessment, Lightpath will present Customer with a schedule and description of effort to remediate the LAN to support the Hosted Voice Service ("LAN Remediation Plan" or "Plan"). (Note: LAN remediation by Lightpath not applicable when Customer provides own LAN switches.) Equipment required for the LAN Remediation Plan will be supplied by Lightpath to Customer at no cost to Customer subject to limitations set forth in the Statement of Work. Lightpath provides equipment to support the Hosted Voice Service. Lightpath does not take responsibility for managing Customer's LAN infrastructure and is not responsible for service outages related to Customer's LAN wiring and cabling or off-site connectivity. Customer shall notify Lightpath in writing of its acceptance/rejection of the LAN Remediation Plan within five (5) business days of delivery of the Plan. If Customer does not accept the LAN Remediation Plan in writing, Service will be canceled with no liability.
7. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY:** LIGHTPATH ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL LIGHTPATH BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2.
8. **Cancellation of Service:** If Customer cancels Service prior to the Start of Service Date and after LAN remediation approval and acceptance, Customer shall reimburse Lightpath for all reasonable direct costs incurred by Lightpath prior to Customer cancellation of such Service. Notwithstanding the above, if Customer does not approve the LAN Remediation Plan, Service will be cancelled with no liability for service cancellation.

9. **Early Termination:** If Customer terminates any Service after the Start of Service Date, Customer shall pay a termination charge equal to 100% of the monthly recurring charges times the number of months remaining in the applicable term.
10. **Customer Not Ready / Service Delivery Delay:** Lightpath will provide Customer with an implementation plan ("Implementation Plan") which states the targeted installation date. Customer will have five (5) business days to modify and approve the Implementation Plan. After the Implementation Plan has been approved, Lightpath will provide Customer with a firm installation date within ten (10) business days of the targeted installation date. In the event Customer is not ready ("CNR") for Lightpath to deliver Service on the firm installation date, Customer must reschedule and accept delivery of Service within ten (10) business days from the firm installation date. If Customer does not allow Lightpath to complete installation within ten (10) business days from such firm installation date, Lightpath will invoice Customer a CNR fee equivalent to the monthly recurring charges for the Service under this Agreement.
11. **Statement of Work:** The Statement of Work ("SOW") for Hosted Voice Service outlining the responsibilities, deliverables and acceptance criteria for Service perform by Lightpath is attached hereto as Exhibit B.
12. **Emergency Calling Services (E911) for Hosted Voice Service:** Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.
13. **Alarm System Restrictions:** Lightpath Hosted Voice Service does not support e central station monitoring systems including (i) medical alert systems, (ii) any high security monitoring systems (UL 681 or similar), or (iii) fire alarm systems (UL 864 or similar). If Customer desires to utilize e central station monitoring systems, Customer must maintain an alternate connection.
14. **Overhead Paging:** Hosted Voice Service is compatible with most overhead paging systems. In the event Customer's overhead paging system is not compatible with Hosted Voice Service, Customer will be responsible for bringing the overhead paging system into compliance with Hosted Voice Service.
15. **Call Recording via IP Port Mirroring:** Hosted Voice Service is capable of supporting Call Recording via IP Port Mirroring. However, Lightpath does not offer this feature as part of Hosted Voice Service, nor does Lightpath sell, install, or maintain Call Recording equipment. Upon Customer's request, Lightpath will enable Lightpath's ethernet switch, as applicable, on Customer's premises to support Call Recording, however, it is Customer's responsibility to provide and install all IP capable Call Recording equipment. Lightpath is not responsible for any losses, claims, or liability whatsoever, including but not limited to, the installation, operation, or failure of IP Port Call Recording.
16. **Technical Refresh:** At the end of the Initial Service Term and upon renewal of this Agreement for the applicable term ("Renewal Term") (a) Customer with a three (3) year Initial Service Term will have the option for a three (3) year Renewal Term including a 10% discount for Hosted Voice Service and an option at the expiration of the first three (3) year Renewal Term to enter into a second three (3) year Renewal Term and receive a full technical refresh as described below and continuation at the existing renewal discounted rate; or (b) Customer with a five (5) year Initial Service Term will have the option for a five (5) year Renewal Term including a 10% discount for Hosted Voice Service and a full technical refresh. The technical refresh will include replacement of Lightpath IP phones and other PE required for the Service and will be provided by Lightpath at no additional charge to Customer. Customer must notify Lightpath they are exercising their option under the terms of this provision prior to the applicable Renewal Term.
17. **Additional Charges:** Any service required by Customer to be performed outside standard business hours (Monday-Friday 8:00am to 5:00pm local time), unless otherwise planned for and noted, shall incur additional charges based on time and material. If Customer requires any changes to Service after the initial installation and such changes are outside the scope of the initial design, Customer will be subject to additional charges.
18. **Type II Service:** Service provided by a third party ("Type II") is priced on an individual case basis. Type II Service will terminate at the minimum point of entry ("MPOE") demarcation at a serving facility/location. Any required extension of the MPOE demarcation is subject to time and material charges determined on an individual case basis by Lightpath. Customer will be responsible for any additional fees imposed by the Type II Service provider for delivery of Type II Service including, but not limited to, cross connect fees and building access fees.
19. **Connect Conferencing Services:** Audio Connect and Web Connect conferencing Services purchased pursuant to this Agreement are subject to Lightpath Connect Service Attachment Additional Terms and Conditions attached hereto, as applicable.
20. **Video Conference Service:** Video Conference Service purchased pursuant to this Agreement is subject to Lightpath Video Conference Service Attachment Additional Terms and Conditions attached hereto, as applicable.
21. **Managed Backup Service:** Managed Backup Service purchased pursuant to this Agreement is subject to Lightpath Managed

Backup Service Attachment Additional Terms and Conditions attached hereto, as applicable.

22. **Managed WiFi Service:** Managed WiFi Service purchased pursuant to this Agreement is subject to Lightpath Managed WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
23. **Internet Burstable Feature:** Billing for Internet Service Burstable Feature option purchased pursuant to this Agreement is assessed using the 95/5% calculation rule.
24. **Service Level Agreement:** The Service Level Agreement ("SLA") at [www.GoLightpath.com/terms](http://www.GoLightpath.com/terms) sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee set forth in the SLA.
25. **Acceptable Use Policy:** Use of Internet Service must comply with the most current version of Lightpath's Acceptable Use Policy at [www.GoLightpath.com/terms](http://www.GoLightpath.com/terms). Lightpath reserves the right to suspend Service or terminate this Agreement effective upon notice for a violation of the Acceptable Use Policy.
26. **Privacy Practices:** Lightpath's Privacy Policy at [www.GoLightpath.com/terms](http://www.GoLightpath.com/terms) along with Security Procedures sets forth Lightpath's commitment to respecting and protecting the privacy of its customers.
27. **Additional Terms and Conditions:** Services purchased pursuant to this Agreement, including but not limited to Internet Service, IP Trunking, Remote E-Link, and any other service not currently offered by Lightpath under the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath's Regulations and Schedule of Charges are subject to Additional Terms and Conditions for Non-Tariff Services at [www.GoLightpath.com/terms](http://www.GoLightpath.com/terms).

All other Services purchased pursuant to this Agreement including but not limited to voice service(s) are subject to the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath's Regulations and Schedule of Charges as set forth at [www.GoLightpath.com/terms](http://www.GoLightpath.com/terms).

28. **Use of Service:** Lightpath's Voice Services are intended for the standard business customer and may not be resold, used for illegal purpose, for completion of excessive auto-dialed or short duration calls with predictive dialers, or for any use that could harm or interfere with the ability of Lightpath or others to use Lightpath's Network ("Prohibited Use"). Lightpath shall have the right to immediately suspend and/or terminate any or all Services provided hereunder without notice to Customer in the event of any Prohibited Use.
29. **Confidentiality:** "Confidential Information" consists of all information disclosed, whether written or oral, by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement which is non-public and which is either marked or otherwise communicated as being "proprietary" or "confidential" or where such information is, by its nature, confidential. Confidential Information includes but is not limited to the Disclosing Party's customers or prospective customers, business plans, pricing, optimization recommendations and network designs. Information that is independently developed by the Receiving Party, is lawfully received by the Receiving Party free of any obligation to keep it confidential, or becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information. Confidential Information is the property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon request provided that either party may retain Confidential Information to the extent required by applicable rule, regulation or law.

The Receiving Party shall: (a) use such Confidential Information only for the purposes of performing this Agreement and using Services; (b) reproduce such Confidential Information only to the extent necessary for such purposes; (c) restrict disclosure of such Confidential Information to employees, agents and subcontractors that have a need to know for such purposes; (d) advise those employees, agents and subcontractors of the obligations of confidentiality under this Agreement; (e) not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

30. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, email PDF or facsimile shall be considered authentic and legally binding to the same extent as an original.
31. **Entire Agreement:** The terms and conditions listed above and those documents identified above constitute the entire agreement between the parties concerning Service and supersede all other representations, understandings or agreements which are not fully expressed herein, whether oral or written. This Agreement is binding as of the date it has been fully executed by all parties. No amendment to this Agreement shall be valid unless in writing and signed by all parties.



**Exhibit A1**  
**Hosted Voice Service**  
**Emergency Calling Services Terms and Conditions**

Emergency Calling Service or Enhanced 911 service ("E911") for Hosted Voice Service is a feature that enables users to initiate emergency calls to reach an appropriate public safety answering point (PSAP) with the telephone number and registered address displayed at the PSAP. Provided below are the terms and conditions for the E911 service, as applicable, for Hosted Voice Service.

The ability to access an appropriate PSAP depends on the type, configuration, and location of the phone used. Lightpath provides E911 only in locations where such 911 calling is available and only under the limited circumstances described below. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if the access circuit fails.

**Customer Responsibilities:** Customer is responsible for complying with all applicable emergency calling service laws.

1. **Initial Registration of Physical Location.** When 911 is dialed on an IP phone, softphone and analog phone used for voice communications as part of the Hosted Voice Service ("Device"), the call is routed to the appropriate PSAP based on the physical primary service address of the Automatic Number Identification ("ANI") (may be the Billing Telephone Number ("BTN") or Calling Party Number ("CPN") for Customer's configuration). Customer is responsible for registering the physical primary service address with Lightpath. The initial locations of the Hosted Voice Service are registered as part of the installation for Hosted Voice Service. Failure to provide the current and correct physical location may result in the loss of E911 capability and/or will result in emergency service calls to be routed to the wrong local PSAP. The equipment in provision of Hosted Voice Service may also need to be reconfigured upon change in the physical primary Hosted Voice Service address in order for an E911 call to be routed to the appropriate PSAP.
2. **Re-Registration due to Change of Physical Location after Installation.** Hosted Voice Service provides Customer with the ability to remotely access their VoIP network to initiate and receive calls within the 50 U.S. states and the District of Columbia by utilizing the mobility features (i.e. extension mobility, softphones, physical movement of IP stations). In cases where the Customer utilizes these mobility features and wishes to place calls, Lightpath requires the Customer to re-register their physical location via the process outlined in Lightpath's End User Mobility Calling Guide. **FAILURE TO RE-REGISTER THE CURRENT PHYSICAL LOCATION MAY RESULT IN THE LOSS OF E911 CAPABILITY AND/OR WILL RESULT IN EMERGENCY SERVICE CALLS TO BE ROUTED TO THE WRONG PSAP.** Until the re-registration is complete, Customer may be suspended from initiating calls but will have the ability to receive calls. Each time the Customer changes their physical location, including upon return to initial location of the Hosted Voice Service installation, Customer **MUST** re-register their physical location so that calls may be routed to the appropriate PSAP.
3. **Delivery of Location-Specific Automatic Location Identification ("ALI").** If Customer requires delivery of location-specific ALI (such as floor and room number within a building) to the PSAP or otherwise desires E911 service to be provided for multiple user configurations, Customer must implement capabilities which allows Customer to build and maintain the 911 records for the telephone numbers associated with a BTN or CPN depending on Customer's configuration. Customer may obtain the software and support that enables such capabilities from a third-party provider. In all cases, Hosted Voice Service can only support the delivery of the caller's station level phone number to a PSAP when such telephone numbers are ported to Lightpath during the initial provisioning process or numbers assigned by Lightpath.
4. **Notification to All Users.** Customer is responsible for informing all its end users (including employees, visitors, and other third parties who may be present at the physical location where Hosted Voice Service is utilized) of the differences in and the limitations of E911 for Hosted Voice Service, including but not limited to, that E911 access to a PSAP is limited as described in these terms and conditions regardless of the type of Device used. Customer will also notify all such end users what procedures they must follow for registering a new location prior to moving a Device. Lightpath will supply stickers concerning the risk associated with not registering a new location for E911 service (the "911 Sticker") after the initial installation of the Devices or utilization of the mobility features. Customer shall not remove or damage the 911 Sticker on each Device used with Hosted Voice Service.
5. **Access Limitations.** Common events that can limit access to E911 include but are not limited to:
  - a. Loss of electric service. Hosted Voice Service, including access to E911, will be interrupted if there is a loss of electric service. Customers are urged to implement a battery backup system for Hosted Voice Service. Following a power failure or disruption, the equipment, including Devices, may need to be reset or reconfigured prior to utilizing Hosted Voice Service including access to E911.
  - b. Loss of access service. Hosted Voice Service, including access to E911, will be interrupted if the attendant connection is not available.

- c. Failure of equipment. The malfunction or failure of equipment, software or hardware necessary for end-to-end IP voice communications functionality could potentially limit access to E911.
  - d. Service outage due to disconnection of Customer account.
  - e. Other service outages. If there is a Service outage for any reason, such outage may interrupt all Services, including access to E911. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.
6. **Limitation of Liability and Indemnification for E911 Services.** E911 for Hosted Voice Service is offered solely as an aid in contacting an appropriate PSAP in connection with fire, police and other emergencies. Lightpath is not responsible for any losses, claims, demands, suits or any liability whatsoever ("losses"), including without limitation (i) losses to or relating to Customer or a third party; (ii) losses for any personal injury or property damage or loss; or (iii) losses claimed to have been caused by (a) mistakes, omissions, interruptions, delays, errors or other defects in the provision of E911, or (b) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing the Service.

Lightpath is also not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 service and the equipment associated therewith, or by any Services furnished by Lightpath including, but not limited to, the identification of the telephone number, address or name associated with the phone used by the party or parties accessing E911 service, and which arise out of the negligence or other wrongful acts of Lightpath, Customer, its users, agencies or municipalities, or the employees or agents of any of them.

Customer will indemnify, defend and hold Lightpath harmless from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) by, or on behalf of, Customer or any third party relating to the absence, failure or outage of the Service, including access to E911, incorrectly routed E911 calls, and/or the inability of any user of the Service to be able to access E911 services or access emergency service personnel.

**Customer**

By: \_\_\_\_\_

Name: Larry Schopfer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Cablevision Lightpath, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A2**  
**Hosted Voice Service**  
**Off-Site Remote Phone and Softphone Acknowledgement**

Lightpath Hosted Voice IP phones and Customer provided softphones are capable of working over the Public Internet. However, for business critical applications, please be aware that Lightpath discourages the use of these phones and softphones at any location aside from the location(s) where the Lightpath Internet Voice Bundle(s) are located.

Since Lightpath cannot control or trouble shoot the Public Internet, these calls will not have guaranteed Quality of Service (QoS) expected from a business telephony solution. Off-site phones may experience any of the following:

- Static/garbled calls
- Call clipping and echo
- Dropped calls
- One way audio
- Cannot receive inbound calls
- Failure of phones to register
- Flashing keys

Other issues that could contribute to a poor experience at an offsite location:

- Condition of the LAN or wiring
- Number of devices being used concurrently
- Quality of Internet connection
- Available bandwidth or bandwidth contention
- Other network devices/traffic
- Firewall not configured for SIP traffic
- LAN routers and switches blocking phone access to the Internet
- Internet provider blocking SIP traffic

In addition, if you move your phone, change your location, or use your soft phone at another location, you must update your CURRENT address via the CommPortal in order for your 911 emergency calls to reach the proper emergency personnel. E911 mobility is only supported in the US, Canada & Puerto Rico.

By signing below, Customer acknowledges and understands the Hosted Voice product characteristics.

**Customer:**

**Cablevision Lightpath, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Larry Schopfer

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit B

### Hosted Voice Service Statement of Work

This Statement of Work ("SOW") outlines the activities, responsibilities, and acceptance criteria to install, maintain and support Hosted Voice Service provided to Customer. Changes to this SOW and the subsequent Implementation Plan shall only be binding upon the parties when agreed to in writing by both parties and may result in an adjustment in charges for Service. The Customer's LAN/WAN network architecture design shall not change between the date of execution of this Agreement and the completion of the Hosted Voice Service installation contemplated hereunder, otherwise adjustment in charges for Service may be applied by Lightpath.

**Service Description:** Hosted Voice Service is an IP telephony solution that bundles IP phones and IP-based premises equipment with connectivity to the public switched telephone network (PSTN) and Internet access over Lightpath's fiber Metro Ethernet facilities. Premise equipment ("PE") includes all hardware and software supplied by Lightpath in the provision of Hosted Voice Service. In addition to PE and connectivity, Lightpath is also responsible for planning, designing, installing and maintaining Hosted Voice Service as further described in this SOW. Lightpath reserves the right to utilize the services of a subcontractor in the provisioning of Service. All PE supplied by Lightpath is and shall remain the property of Lightpath.

**Product Overview:** The Hosted Voice Service delivered using voice class-of-service over an end-to-end fully fiber optic Ethernet network is a turn-key, managed communication service and system including:

- a. Internet/Voice Bundle:
  - i. Package of Internet access and monthly voice calling minutes of use ("MOU") comprised of local/toll/long distance calling minutes.
- b. Hosted Package:
  - i. Package of IP phone sets with routers and power over Ethernet ("POE") devices sized and engineered to support Lightpath supplied IP telephones and softphones.
  - ii. Management and maintenance of Hosted Voice Service includes:
    - 1) LAN assessment, remediation, as applicable, and certification
    - 2) station reviews
    - 3) installation, turn up/test, training and monitoring
    - 4) service, maintenance and support

#### 1. **Overall**

##### 1.1 **Lightpath Responsibilities**

- a. Assign a Lightpath Project Manager as Customer's single contact for all aspects of the engagement.
- b. Provide Customer with documentation on all site and facility requirements, including but not limited to environmental conditions per manufacturer's specifications, rack space, power, and cabling requirements for provision of Services.
- c. Compile all packaging material and debris in preparation for Customer removal.

##### 1.2 **Customer Responsibilities.** As required for the installation, maintenance and support of Hosted Voice Service, Customer acknowledges that it shall be responsible to:

- a. Assign a Customer Project Manager as Lightpath's single contact for all aspects of the engagement and act as liaison with other Customer staff including but not limited to information technology, security and network operations.
- b. Identify primary and backup on-site contacts for Customer supported location. Customer contact shall be accountable for providing any special site access, clearance, escort, safety training, or required information. The Customer site contact shall interface with others within Customer organization as required.
- c. Schedule and inform users of all required communication including but not limited to scheduled downtime and Service outages.
- d. Provide required security clearances, escorts, special safety equipment to access the site(s).
- e. Provide physical access to Customer location including but not limited to equipment rooms, racks, cabinets and wiring closets.
- f. Provide adequate security and environmental conditions as per manufacturer's specifications on all PE at Customer site(s).
- g. Notify Lightpath of changes Customer is planning to their LAN/WAN network.
- h. Ensure site readiness. Resolving facility issues (i.e. bad or incorrect cabling, not meeting cable plant, environmental or power specifications, lack of rack space, etc.).
- i. Order and verify availability of any required telephone circuits if purchased through parties other than Lightpath.
- j. Provide all necessary information according to the Implementation Plan agreed to between Customer and Lightpath.
- k. Provide access to required specialists within Customer's organization.
- l. Identify locations for PE and data connections.

- m. Provide a Letter of Agency and contact information for each vendor where Lightpath will act as the primary interface on behalf of Customer.
- n. Provide shipping addresses and contact names for each site.
- o. Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension for the use of service personnel in the PE physical location.

## 2. LAN Assessment

Lightpath will conduct an on-site, pass/fail assessment ("LAN Assessment") to determine if Customer's Local Area Network ("LAN"), in its present configuration, could support Hosted Voice Service and support the expected volume of IP calls at quality levels defined by Lightpath. If Customer's LAN passes the LAN Assessment, Customer's LAN will be considered "Certified." If Customer's LAN fails the assessment, Lightpath will present Customer with a schedule and description of effort to remediate the LAN to support Hosted Voice Service ("LAN Remediation Plan"). (Note: LAN remediation by Lightpath not applicable when Customer provides own LAN switches.) Equipment required for the LAN Remediation Plan will be supplied by Lightpath to Customer at no cost to Customer subject to limitations set forth in this SOW. Customer shall notify Lightpath in writing of its acceptance/rejection of the LAN Remediation Plan within five (5) business days of delivery of the Plan. If Customer does not accept the LAN Remediation Plan in writing, Hosted Voice Service will be canceled with no liability to Customer. Lightpath cannot begin any work until the LAN Remediation Plan is accepted. The provision of all Services under this Agreement is contingent upon Customer's written acceptance of the LAN Remediation Plan. After Lightpath implements the LAN Remediation Plan and the LAN is re-assessed and Certified by Lightpath, Lightpath reserves the right to assess the LAN at any point to ensure compliance with certification standards. If the assessment fails prior to the Start of Service Date, Lightpath reserves the right to terminate this Agreement and cancellation of Service charges apply. If Customer chooses to remediate the LAN themselves or through the use of a third party, Lightpath will require that after remediation, the LAN be recertified by Lightpath before proceeding with the remainder of the Implementation Plan for Service. After the Start of Service Date, if Customer, or representative of Customer, makes changes to Customer LAN that bring the LAN out of compliance with Lightpath's LAN certification standards, the Service Level Agreement no longer applies and Lightpath reserves the right to terminate this Agreement and early termination charges apply.

### 2.1 Lightpath Responsibilities

- a. Provide Customer with a LAN Assessment document that will rate the capacity ("pass/fail") of the LAN network to support IP or softphone according to the ITU Recommendation G.107 ("E-Model") and outlines the test findings regarding call performance and IPT quality. The report will also include the Quality of Service (jitter, delay, and packet loss) ("QoS") measurement results of the expected IP traffic to be supported by the LAN network.
- b. Load software agents on the PCs identified above at the primary Customer location, and supervise Customer as they install software agents on PCs at remote sites for the LAN Assessment.
- c. Work with Customer to define the amount of expected IP traffic to be supported in the network.
- d. Generate IP traffic according to Customer's requirements. Conduct testing between identified Customer facilities to determine existing network capabilities and performance.
- e. Provide the following documents to Customer:
  - i. Completed LAN Assessment
  - ii. Customer LAN diagram
- f. If the LAN Assessment passes and is Certified, provide the following documents to Customer:
  - i. Completed LAN Certification form
  - ii. Implementation Plan for Hosted Voice Service
- g. If the LAN Assessment fails and the LAN is NOT certified, provide the following documents to Customer:
  - i. Completed LAN Certification form outlining reasons for certification failure
  - ii. LAN Remediation Plan (schedule, equipment lists, etc.), as applicable.

### 2.2 Customer Responsibilities

- a. Ensure PCs have a valid, routable IP address in segments of the network that will transport IPT traffic. These PCs should be installed in the segments (VLANs) of the LAN network that will transport IP traffic.
- b. Provide an available LAN switch port to which a Lightpath-provided computer will be connected to the network and will collect call quality and QoS performance statistics.
- c. Work with Lightpath to define the amount of expected IP traffic to be supported in the network.
- d. Install software agents on PCs identified above at remote Customer location(s) under Lightpath's supervision if required.
- e. Provide range of static and/or dynamic IP addresses.
- f. Provide information relative to available interfaces, dial plan and user directories, cable distances and routes between the PE and existing Customer telecom equipment.
- g. If requested, provide premises building layout for applicable locations (current floor plans, cabling and power locations).
- h. In cases where Lightpath will remediate the LAN, written acceptance of the LAN Remediation Plan.
- i. If Customer opts not to have the LAN remediated, Customer has the option to cancel Hosted Voice Service subject to the

cancellation rights set forth in this Agreement.

3. **LAN Remediation** (Note: LAN remediation by Lightpath not applicable when Customer provides own LAN switches.)

3.1 **Lightpath Responsibilities**. In cases where Lightpath will remediate Customer LAN, Lightpath is responsible to:

- a. Order the equipment needed for remediation from a list of Lightpath approved devices.
- b. Deliver the equipment to Customer site.
- c. Dispatch a team with the required expertise to remediate the LAN.
- d. Notify Customer of equipment delivery.
- e. Remediate the LAN according to LAN Remediation Plan accepted by Customer.

3.2 **Customer Responsibilities**. In cases where Customer will remediate the LAN, Customer is responsible to:

- a. Receive equipment needed for remediation and store in a secure on-site location.
- b. Provide network security privileges to Lightpath, as needed.
- c. Make any changes required to remediate the LAN to Lightpath certification standards.
- d. Notify Lightpath of their completed remediation activities within ten (10) business days.

4. **LAN Certification**

4.1 **Lightpath Responsibilities**

- a. Once the LAN remediation is complete, as applicable, Lightpath will turn up, test and certify the LAN according to the Lightpath LAN Certification Guidelines.
- b. Upon certification, Lightpath will provide the following documentation to Customer:
  - i. Customer remediated LAN diagram, as applicable
  - ii. Completed LAN Certification form
  - iii. Implementation Plan for Hosted Voice Service

4.2 **Customer Responsibilities**

- a. Written approval of the LAN Certification form.
- b. Written approval of the Implementation Plan.

5. **Station Reviews**

5.1 **Lightpath Responsibilities**. Upon written Customer approval of the LAN Certification form and the Implementation Plan, Lightpath shall:

- a. Work with Customer to schedule station reviews at Customer location(s).
- b. Complete the station reviews using the Lightpath Station Review Guidelines to document:
  - i. Customer's current phone settings (shared line appearances, hunt group relationships, speed dial numbers, etc.).
  - ii. Desired changes to those settings.
  - iii. Current business processes for inbound call handling (by user station, by reception, by auto attendant, by administrative assistants, etc.) and outbound call management (dialing prefix, dialing plans by extension, etc.).
- c. Consult with Customer to develop recommendations for which model (executive phones, standard phones, common area phones, IP conference room phones and attendant sidecars) of Lightpath approved IP phones will be deployed at which station location.
- d. Upon conclusion of the station reviews, provide the following to Customer:
  - i. Completed Station Review forms
  - ii. Recommended IP phone assignments
  - iii. Recommendations for number and model of spare IP phones
  - iv. Any Customer requested deviations from the IP phones provided with Hosted Voice Service
  - v. Updated Implementation Plan for Hosted Voice Service work with Customer to schedule station reviews at Customer location(s).

5.2 **Customer Responsibilities**. Customer shall provide written approval of the following documentation within five (5) business days of receipt.

- a. Completed Station Review forms
- b. Recommended IP phone assignments

- c. Recommendations for number and model of spare IP phones
- d. Any Customer requested deviations from the IP phones provided with Hosted Voice Service
- e. Any update to the Implementation Plan for Hosted Voice Service

## 6. **Installation, Turn Up/Test and Monitor**

Installation services consist of site preparation, implementation and configuration of PE at Customer premises.

### 6.1 **Lightpath Responsibilities**

- a. Deliver handsets to Customer location at least one (1) business day prior to the Hosted Voice Service installation date and present proof of delivery form to Customer.
- b. Review Customer premises to determine site readiness prior to implementation and delivery. Provide facility issues to Customer for resolution.
- c. Recertify Customer LAN to ensure that it is operating within LAN Certification Guidelines. If Customer LAN is not recertified, proceed with the installation. If Customer LAN is not recertified, determine the reason for failure. If the failure can be remediated within the LAN Assessment criteria, Lightpath will remediate and recertify. If the failure cannot be remediated within the LAN Assessment criteria, Lightpath will inform the Customer Project Manager of the issue and will review necessary steps to bring into compliance.
- d. Install IP phones of the model specified in the Station Review documentation at appropriate locations.
- e. Power up each phone and ensure that the proper configuration is loaded onto the phone from the Lightpath Hosted Voice feature server and meets all aspects contained in the Station Review documentation including shared line appearances, speed dials, hunt group membership, dial plan, group pickup and directed pickup. Test registration, connectivity and ability to make and receive calls. Test each phone for the ability to make external (PSTN or IP) calls and internal (extension to extension) calls, and receive an inbound call (if porting has been completed). Report phone test failures due to cabling for Customer resolution.
- f. Provide Customer with any phones not installed but part of the Service package to be securely stored.
- g. Configure Customer's auto attendant as specified in the Station Review documentation.
- h. Certify that the system conforms to the business process specified in the Station Review documentation including receptionist business functions, group pickup, directed pickup, auto attendant flows and scripts, and directory routing.
- i. Certify that incoming calls are handled according to specification for DID calls and calls routed through the auto attendant.
- j. Certify that calls meet QoS specifications as outlined in the Lightpath LAN Certification Guidelines.
- k. Certify that LAN traffic is within specification as outlined in the Lightpath LAN Certification Guidelines.
- l. Certify that Customer computers that are connected to IP phones have access to LAN functions.
- m. Remain at Customer location(s) for a minimum of four (4) hours after the testing has completed.
- n. At the conclusion of the four (4) hour period, provide the Customer Project Manager with a Customer Sign Off form.
- o. If the installation occurs after hours or on weekends, provide Lightpath support on the first normal business day following installation to monitor system operations, respond to Customer requests for assistance and determine if any configuration or system changes are necessary to bring the system or Service within specification guidelines.
- p. Provide training on the Hosted Voice Administrative Portal to an individual designated by Customer.
- q. Provide user guides to Customer.

### 6.2 **Customer Responsibilities**

- a. Provide a complete and accurate Customer Service Record ("CSR").
- b. Provide assistance to Lightpath in engaging with Customer's incumbent service provider to port Customer's numbers (LNP).
- c. Arrange for physical and network access.
- d. Ensure that appropriate Customer personnel will be present for Service installation.
- e. Provide an on-site staging room per site readiness requirements. Provide a telephone line for use by the installation team.
- f. Provide an IT network, and/or cabling technician to be available during installation and testing.
- g. Sign proof of delivery form at the time of PE delivery.
- h. Acknowledge accuracy and validity of phone programming and their destination based on the Station Review document.
- i. Provide secure storage area for all spare IP phone(s) provided.
- j. Review and accept Service. Sign Customer sign-off form to formally agree that Service is functioning as expected.
- k. Identification and scheduling of a Hosted Voice Administrator who will receive training from Lightpath on the Hosted Voice Administrative Portal. Once trained, the Hosted Voice Administrator will be responsible for conducting the administrative functions through the Hosted Voice Administrative Portal.
- l. Train end users with Lightpath provided User Guides.

## 7. **Maintenance and Support**

Lightpath will maintain and support all PE used for LAN remediation, as applicable, IP phones and any call quality or LAN issues related to the PE.

#### **7.1 Trouble Reporting and Management**

- a. Lightpath is responsible to:
  - i. Assist Customer by telephone, facsimile, or electronic mail (for information related to product use, configuration and troubleshooting), 24 hours per day, 7 days per week.
  - ii. Track incidents and interruptions from inception to resolution.
  - iii. Provide an online portal for Customer to submit and review trouble tickets.
  - iv. If Lightpath determines that the reported problem is related to Customer's LAN (except as noted above), report this conclusion to Customer and advise Customer to engage internal or external IT resources to resolve the issues.
- b. Customer is responsible to:
  - i. Open a trouble ticket with Lightpath's Network Management Center by calling 866-611-3434 or via Customer Care online at [www.GoLightpath.com](http://www.GoLightpath.com) to report any Service incidents.

#### **7.2 Service Responsibilities**

- a. Lightpath is responsible to:
  - i. Implement a maintenance release to resolve a reported software problem or generate alternative solutions using reasonable commercial efforts if a maintenance release is not available.
  - ii. Arrange all remedial support shipments to Customer via express transportation. Request for alternate carriers will be at Customer's expense.
  - iii. Provide instructions to Customer on PE return procedures.
  - iv. Repair or replace any Lightpath installed LAN equipment.
  - v. Replace Customer's spare IP phone used to resolve the support issue within twenty-four (24) hours of receipt of the defective phone.
- b. Customer shall:
  - i. Agree to use the latest release of software if required to correct a reported software problem.
  - ii. Return to Lightpath all defective PE as directed by Lightpath. Customer will be responsible for shipping and handling.
  - iii. Replace defective handset with spare handset located at Customer site.

#### **8. Out of Scope**

The following are not included under this Agreement:

- a. Remediation or maintenance of Customer in house structured wiring and cabling (i.e. brackets, CAT5 wiring, risers and fiber).
- b. LAN Remediation when Customer provides own LAN switches.
- c. Support of Customer's LAN, desktop or laptop computers, peripheral devices, or software applications except for issues with these devices or Customer's LAN caused by Lightpath installed and supported PE.
- d. Customization of PE software.
- e. Electrical or site work external to the PE.
- f. Any upgrades on Customer hardware required to run new or updated Lightpath installed software.
- g. Any expenses incurred to visit Customer's location, except as required during escalation of problems by Lightpath.
- h. Major, minor, and maintenance releases of software applications and operating systems.
- i. Installation of Service that requires special equipment (e.g., hoists, harness, ladders in excess of 8 feet, etc.), to perform such installation.
- j. Installation, support and maintenance of Service at domestic residences.
- k. Installation, support and maintenance of Service at a site where Customer is unavailable to receive the PE.
- l. Installation, support and maintenance requested outside standard business day hours (Monday-Friday 8:00am-5:00pm are subject to additional charges).



## Certificate of Completion

Envelope Number: 32C5D0789F7244E7A95F911EEC152ACD

Status: Sent

Subject: Lightpath Service Agreement for Your Electronic Signature :- Village of Irvington- Hosted Voice/IVB

Source Envelope:

Document Pages: 12

Signatures: 6

Envelope Originator:

Certificate Pages: 2

Initials: 0

Nick Casale

AutoNav: Enabled

200 Jericho Quadrangle

Envelopeld Stamping: Enabled

Jericho, NY 11753-2701

ncasale1@golightpath.com

IP Address: 96.43.147.8

## Record Tracking

Status: Original

10/30/2014 11:12:02 AM PT

Holder: Nick Casale

ncasale1@golightpath.com

Location: DocuSign

## Signer Events

Larry Schopfer

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Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Kevin McCullough

kmccullo@golightpath.com

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

## Signature

## Timestamp

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## In Person Signer Events

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## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Nick Casale

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Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Karen Buccheri

kbuccheri@irvingtonny.gov

Security Level: Email, Account Authentication  
(None)

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**Notary Events****Timestamp****Envelope Summary Events****Status****Timestamps**

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**RESOLUTION 2014-XXX****AUTHORIZATION FOR DRUG FREE COMMUNITIES GRANT DOCUMENTS**

Trustee        offered the following resolution, which was seconded by Trustee        , and  
adopted:

**RESOLVED** to authorize the Village Administrator to execute all necessary documents associated with the Drug Free Communities Grant subject to the approval of the Village Attorney.